FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated March 23, 2015, is made and entered into FEBRUARY 10, 2016 (the "First Amendment") and made effective as of May 18, 2015 (the "Effective Date") by and between between IMG REBEL ADVISORY LLC with offices located at 4350 East-West Highway, Suite 950, Bethesda, Maryland 20814 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC"), operating by and through its division, the Governor's Office of Storm Recovery ("GOSR"). Each of the foregoing are referred to individually herein as a "Party" and, collectively, the "Parties".

WITNESSETH:

WHEREAS, HTFC and Contractor entered into a Contract for Services (the "Agreement") on March 23, 2015, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program;

WHEREAS, GOSR is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this particular Agreement;

WHEREAS, HTFC and Contractor's Total Fee in the Agreement totaled $145,200.00;

WHEREAS, GOSR wishes to obtain additional services from Contractor consistent with the scope of services set forth on Exhibit A to the Agreement, as amended by this First Amendment;

WHEREAS, GOSR seeks such additional services in the amount of $658,492.50 thereby increasing Exhibit B's "Total" to an amount of $803,692.50;

WHEREAS, the term of the Agreement commenced on November 18, 2014 and shall terminate on May 18, 2015;

WHEREAS, GOSR wishes to increase the Agreement term by extending the deadline for performance to March 31, 2016;

WHEREAS, HTFC and Contractor desire to amend the Agreement by means of this First Amendment in order for GOSR to obtain those additional services, extend the period of performance; and

WHEREAS, notwithstanding the expiration of the Agreement, it is in the spirit of the Agreement and the intent of the Parties that the Agreement not expire and that its effectiveness continue uninterrupted through the Effective Date of this First Amendment until the amended term end date specified herein.

NOW THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The first two sentences of Section 2(a) of the Agreement are hereby deleted and replaced with the following:

   "HTFC agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable Task Order and at the rates established in Exhibit B (also referred to herein as the "Fee Schedule"). Contractor agrees that in no event will HTFC pay the Contractor more than $803,692.50 ("Total Fee") for the Services under all Task Orders under this Agreement."

2. The first sentence of Section 4 of the Agreement, entitled "Period of Agreement", is hereby deleted and replaced with the following:

   "This Agreement shall commence as of the Effective Date and shall terminate on March 31, 2016."

3. Exhibit A1 to this First Amendment is hereby appended to Exhibit A of the Agreement.

4. Exhibit B of the Agreement is hereby deleted and replaced with Exhibit B1 to this First Amendment.

5. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

IMG Rebel Advisory LLC

By: [redacted]
Name: Marcel Haiti
Title: President

Housing Trust Fund Corporation

By: [redacted]
N[redacted]aniel Greene
T[redacted]neral Counsel, Governor's Office
[redacted]Storm Recovery

EXHIBIT A1
Scope of Services

In accordance with Sections 2(a), (c), (d), and (e) of Exhibit A to the Agreement, Contractor will assist HTFC and GOSR by undertaking the following activities and providing the following deliverables:

I. Preliminary Analysis of the Mill River Watershed.

a. Description. In order to provide high level design intent confirmation and guidance for the interpretation of the original proposal intent and in order to assist with the development of comprehensive project scope documents, Contractor will undertake a preliminary analysis that addresses existing conditions with respect to storm water and flood water management, ecosystem resiliency and preservation, social resiliency and increasing access to the area. The preliminary analysis will also develop achievable and measurable goals and develop potential project designs and initial concepts to achieve these goals.

Potential project designs identified by the preliminary analysis will address both local stormwater dynamics and the dynamics of the Mill River Watershed as a whole. These potential project designs will develop strategies with a focus on the Northeast and Northwest Ponds, South Pond and Smith Pond, assessing and determining strategies to create a Blue Green water retention Park in Rockville Centre, identifying storm water management and resiliency solutions for areas in proximity to East Rockaway High School and conducting analysis leading to development of Coastal Restoration and Living Shoreline solutions for marshlands and areas at the mouth of the Mill River. These project areas are grouped into Upper, Middle and Lower sections of the Mill River Watershed.

b. Topics of Analysis.

i. Storm Water and Flood Water Management. Identify and analyze particularly challenging areas with respect to storm water and flood water management and propose mitigation and resiliency solutions to address negative impacts. Identify and describe the potential uses for existing tools and expertise.

ii. Ecosystem. Identify a list of indicator species that, when monitored and studied, can provide insight into existing water quality and inform the creation of goals for ecosystem improvements in the Mill River Watershed, including opportunities for fish passage for breeding purposes and strategies that will lead to long term water quality improvements.

iii. Access and Use. Propose a plan for a Mill River Greenway consisting of integrated recreational pathways adjacent to the Mill River from

Hempstead Lake State Park to Bay Park County Park. The plan will include a conceptual design, including preliminary route and park network and will include creating new trails and/or routes, and how to use existing urban pathways.

iv. Social Resiliency. Identify goals and challenges regarding social resiliency and the priority areas within the Mill River Watershed that provide the most significant opportunities for social resiliency.

c. Identification of Tools Needed for Project Design.

i. Hydrodynamic Model. Provide a technical approach for developing a hydrodynamic model for the Lower section of the Mill River and Bay water system. The analysis will identify (A) the necessary types of data to be collected and the areas for that data collection, (B) the types of functionality needed in a hydrodynamic model, including qualitative versus quantitative functionality, grid size, calibration methods, and statistical testing needed to verify accuracy. The analysis will also explain how the following elements will be integrated into the model:

1. Climate change data;
2. Government overlay analysis of water flow incorporating publically-available Federal, State, and Local data, including USGS and NCDPW information, as well as newly acquired groundwater data collected as part of the project;
3. Sewer/water/drainage map and hydraulic information;
4. Coastal information;
5. Surface water model: groundwater interaction with lakes; and
6. Salt marsh islands and impact on wave energy and ecology.

The analysis will also identify how to incorporate and use existing hydrological and hydraulic flood models of the Upper portion of the Mill River and the lake and pond system located north of the Sunrise Highway and identify required modifications to such models.

ii. Benefit Cost Analysis. Provide proposed benefit cost methodology that will be used to support project and program development. Describe how the proposed methodology relates to FEMA and other benefit cost analysis methodologies. Describe how the benefit cost analysis would be used throughout design iterations. Describe in detail what specific modification to the FEMA benefit costs analysis would be incorporated into the model and what justifications would be used to support deviating from using the FEMA benefit cost model.

iii. Data Needs. Provide a detailed matrix and a proposed technical approach to identifying, gathering and using existing data possessed by villages, towns, counties and state governments, Federal government agencies,

universities, science and academic research organizations and non-profits with an interest in the Mill River watershed. Provide a data collection plan for how to capture new data, including surface water and groundwater quality and quantity, rainfall, discharge, waves and wind that will be needed for the project. Identify suitable locations and methods for collecting such data.

d. Deliverable. The key deliverable for the Preliminary Analysis will be a final report to be delivered to GOSR on or before December 31, 2015. GOSR will have the opportunity to review and comment on at least one draft of such report to be delivered no later than two weeks prior to the due date of the final report. This Preliminary Analysis report will include a program progress report that highlights and shows work has been completed and undertaken to support the project through November 25, 2015. This deliverable will also include editable and PDF formats, materials developed for presentations that highlights design solutions for priority project areas and project wide strategies.
    i. Preliminary Analysis, including:
        1. Program Progress Reports
        2. Powerpoint presentations of GOSR defined Priority Project areas as follows:
            a. Overall maps with areas
            b. Total priority projects
            c. Hempstead project area
            d. New York State Parks project area
            e. Pilot projects
            f. Village of Rockville Centre project area
            g. Fish migration project
            h. Urban wetland project
            i. Land use and waterways project
            j. Storm water runoff at Southern State Parkway
            k. Team coordination presentation

II. Project Roadmap.

a. Description. In order to provide high level design intent confirmation and guidance for the interpretation of the original proposal intent, assist with the development of comprehensive project scope documents, provide high level project intent consultation services, and provide input on RBD program planning documents, Contractor will develop a strategic plan for further development of the Mill River Watershed project.

This plan will lay out proposed interventions, demonstrate potential effectiveness of such interventions, set forth a project timeline, and set forth individualized timelines for the Upper, Middle, and Lower portions of the Mill River. The plan will also identify project objectives and programmatic concepts, and clarify design principals and approach. The plan will include maps and illustrations of

the project areas and be accessible to the project's stakeholders and the general public.

b. Components. The components of the Project Roadmap shall include the following:
   i. Executive Summary
   ii. Brief Project History and Context
   iii. Problem Definition and Context
   iv. Principles
   v. Project Site
   vi. Work Plan and Timeline
   vii. Link to Environmental Impact Study (EIS)
   viii. Stakeholder Engagement
   ix. List of Identified and Proposed Stakeholders with Role
   x. Data Management and Atlas

   In addition to the components above, the Project Roadmap shall include items that are tied to each proposed project work area. This will include:
   Project Area Title;
   Rationale for Project;
   Objectives;
   Proposed Project Activities;
   Proposed Project Deliverables;
   Proposed Partners;
   Potential Environmental Impact Concerns;
   Projected Operation and Maintenance Ownership and Structure; and
   Cost Range.

c. Deliverable. Contractor shall submit at least two preliminary version of the Roadmap for review, comment and approval by GOSR. The Contractor shall attend at least three (3) meetings to discuss the Roadmap and GOSR's comments and questions. A final Roadmap shall be delivered to GOSR on or before December 31, 2015.

EXHIBIT B1

Fee Schedule

The Fee Structure schedule is as follows:

1. Compensation for work done up to May 18, 2015 will be lump sum, deliverables based, and will not exceed: $145,200.00

Dec. 2014	$30,000.00
Jan. 2015	$30,000.00
Feb. 2015	$30,000.00
Mar. 2015	$8,400.00
Apr. 2015	$8,400.00
May 2015	$8,400.00
Total	$115,200.00

Additional budget for travel in accordance with GSA guidelines: not to exceed $20,000.00.
Additional budget for Reimbursables: not to exceed $10,000.00.

*Additional Rates, Terms and Compensation Schedules to be detailed by Task Order.

2. Compensation for work done on or after May 18, 2015 will be paid pursuant to invoices against a duly executed Task Order for labor and services in accordance with the rates set forth below.

Firm	Function	Name	Rate
Apex	Principal / Program Manager	[redacted]	
	Licensed Professional		
	Environmental Engineer		
	Geologist		
	GIS Manager		
	Environmental Engineer		
	Mid Scientist / Engineer		
	Senior Technician		
	GIS Manager		
	Senior Technician		
	Administrative Support		

[redacted]

Deltares	Principal (groundwater specialist)	[redacted]
	Specialist	
	Junior-level Engineer / Modeler	
	Junior-level Engineer / Modeler	
	Principal	
IMG Rebel	Principal	
	Senior Consultant	
	Administrative Support	
WaterLand Design	Principal / Partner / Project Leader	
	Landscape / Urban Designer	
	Assistant Urban Designer / Visualizations (CADD)	
Interboro Partners	Principal	
	Mid Level Staff	
	Junior Staff	

3. Consultant agrees that in no event will HTFC be obligated to pay Consultant more than the "Total Fee" amount of $803,692.50 for all services contained in this Agreement.

[redacted]